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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 Jordan L Morris,

10 Plaintiff,

11 v.

12 Pacific Dental Services LLC, et al.,

13 Defendants.
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No. CV-22-00370-TUC-JGZ

ORDER

15 Plaintiff Jordan Morris brings this action against his former employers, PDS
16 Arizona Regional Dental Services, LLC and Pacific Dental Services, LLC, asserting claims
17 under the Americans with Disabilities Act and the Arizona Fair Wages and Healthy
18 Families Act. (Doc. 1 ¶¶ 74–102.) Pending before the Court is Defendants’ Motion to
19 Dismiss and Compel Arbitration. (Doc. 18.) Defendants assert that all of Morris’ claims
20 arise out of his employment and are subject to an arbitration agreement under the Federal
21 Arbitration Act (FAA). (*Id.* at 2–3; *see* Doc. 18-1 at 15–16.) They seek dismissal of the
22 Complaint and an order compelling Morris to submit his claims to binding arbitration.
23 (Doc. 18 at 1.) Morris argues that the FAA does not apply and that the arbitration agreement
24 is void and unenforceable. (Doc. 19.) The motion is fully briefed. (Docs. 18, 19, 20.)

25 At issue here is whether the Arizona Arbitration Act governs any of Morris’s claims
26 or whether the FAA governs them all. (*See* Docs. 19 at 6; 20 at 2.) Provided no exclusions
27 or defenses apply, the FAA preempts substantive state law if the instant economic activity
28 falls within Congress’s authority under the Commerce Clause. *See Southland Corp. v.*

1 *Keating*, 465 U.S. 1, 11 (1984). Indeed, the FAA generally applies to arbitration
 2 agreements arising from any “contract evidencing a transaction *involving commerce*.” 9
 3 U.S.C. § 2 (emphasis added); *see also Citizens Bank v. Alafabco, Inc.*, 539 U.S. 52, 56
 4 (2003) (the term “involving commerce” is a functional equivalent of the more familiar term
 5 of art “affecting commerce”). The parties dispute whether Morris’s employment affects
 6 interstate commerce. Defendants argue the relevant agreements affect commerce because
 7 they involve parties in multiple states and provide for an out-of-state arbitration. (Doc. 20
 8 at 3.) Morris contends his work for Defendants does not affect interstate commerce because
 9 his employment agreement restricts his employment to Arizona where he holds an Arizona
 10 Dental License. (Doc. 19 at 7.) The parties’ briefing does not provide the Court with
 11 sufficient basis to rule on this issue. The Court will thus direct the parties to file
 12 supplemental briefs and evidence addressing whether “in the aggregate,” Morris’s
 13 employment “would represent ‘a general practice . . . subject to federal control.’” *See*
 14 *Citizens Bank*, 539 U.S. at 57.

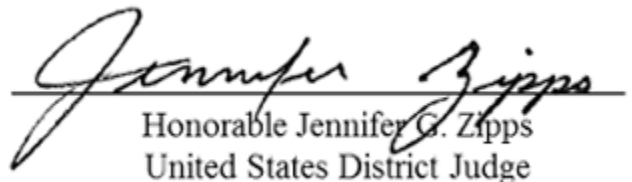
15 Accordingly,

16 **IT IS HEREBY ORDERED:**

17 1. Defendants must file, consistent with this Order, a supplemental brief no
 18 greater than 5 pages in length, supported by affidavits or other evidence, on or before **July**
 19 **17, 2023**.

20 2. Morris must file, consistent with this Order, a supplemental brief no greater
 21 than 5 pages in length, supported by affidavits or other evidence, on or before **July 24,**
 22 **2023**.

23 Dated this 5th day of July, 2023.

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 27 Honorable Jennifer G. Zipp
 28 United States District Judge